

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
GLOBAL RESELLER EXPEDITED PACKAGE CONTRACTS 2
(MC2013-51)
NEGOTIATED SERVICE AGREEMENT

Docket No.
CP2014-51

**MOTION OF THE UNITED STATES POSTAL SERVICE FOR TEMPORARY RELIEF
AND NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING
MODIFICATION TWO TO A GLOBAL RESELLER EXPEDITED PACKAGE
CONTRACTS 2 NEGOTIATED SERVICE AGREEMENT
(July 24, 2015)**

The agreement that is the subject of this docket is scheduled to expire on July 31, 2015.¹ Attached to this notice is a Modification Two,² which the customer and the Postal Service have executed. The modification states that the agreement that is the subject of this docket will expire on the sooner of

- The business day after the Postal Regulatory Commission (Commission) concludes its review and agrees to list the successor agreement filed in Docket No. CP2015-106 on the competitive products list of the Mail Classification Schedule (MCS), or

¹ PRC Order No. 2547, Order Granting Motion for Temporary Relief, Docket No. CP2014-51, June 18, 2015.

² A redacted version of the modification is filed publicly as Attachment 1, and the unredacted version of the modification is filed under seal. With respect to the nonpublic version of the modification that is filed under seal, the Postal Service hereby incorporates its Application for Non-Public Treatment filed in conjunction with its May 23, 2014 notice in this docket. Notice of United States Postal Service of Filing a Functionally Equivalent Global Reseller Expedited Package 2 Negotiated Service Agreement, Docket No. CP2014-51, May 23, 2014, Attachment 4.

- July 31, 2015, if the Commission concludes its review and agrees to list the successor agreement filed in Docket No. CP2015-106 on the competitive products list of the MCS by July 31, 2015.

On July 20, 2015, the Postal Service initiated a new rate docket, Docket No. CP2015-106, in which the Postal Service filed the successor to the agreement that is the subject of this docket.³ In that filing, the Postal Service explained that the agreement that is the subject of Docket No. CP2015-106 is intended to become effective on August 1, 2015, and requested the Commission, if possible, to complete its review by July 31, 2015.⁴

In the event, however, that the Commission is unable to list the agreement that is the subject of Docket No. CP2015-106 on the competitive products list of the MCS by July 31, 2015, the Postal Service requests that the Commission, according to the terms set forth in the modification filed today, in order to maintain continuity of pricing and other terms and conditions of the agreement that is the subject of this docket, continue to list the agreement that is the subject of Docket No. CP2014-51 on the competitive products list of the MCS until the business day after the Commission concludes its review and agrees to list the successor agreement filed in Docket No. CP2015-106 on the competitive products list of the MCS.

³ Notice of United States Postal Service of Filing a Functionally Equivalent Global Reseller Expedited Package 2 Negotiated Service Agreement, Docket No. CP2014-51, July 20, 2015.

⁴ *Id.* at 1, 4.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

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July 24, 2015

**MODIFICATION TWO TO THE
GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN
THE UNITED STATES POSTAL SERVICE AND
[REDACTED]**

This Modification amends the Global Customized Mail Agreement ("Agreement") between [REDACTED] ("Reseller") with offices at [REDACTED] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Reseller on March 24, 2014, and signed by the USPS on March 26, 2014, as amended by Modification One, signed by the Reseller on June 10, 2015, and by the USPS on June 15, 2015. The Reseller and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to change the wording of Article 11 Term of the Agreement.

Paragraph 1 of Article 11 Term of the Agreement shall now read as follows:

ARTICLE 11. TERM OF THE AGREEMENT

1. The USPS will notify the Reseller of the Effective Date of the Agreement as soon as possible, but no later than thirty (30) days, after receiving the approval of the entities that have oversight responsibilities for the USPS. The Agreement shall remain in effect until the sooner of

- 11:59 p.m. on the business day after the Postal Regulatory Commission concludes its review and agrees to list the successor agreement filed in Docket No. CP2015-106 on the competitive products list of the Mail Classification Schedule, or
- 11:59 p.m. on July 31, 2015, if the Postal Regulatory Commission concludes its review and agrees to list the successor agreement filed in Docket No. CP2015-106 on the competitive products list of the Mail Classification Schedule by July 31, 2015,

unless terminated sooner pursuant to Article 12 or Article 13.

All other terms and conditions of the Agreement shall remain in force.

The Reseller acknowledges that this Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2014-51). The Reseller authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Reseller further understands that any unredacted portion of this Modification or supporting information will be available on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost or volume data) in other Commission dockets, including Commission docket numbers ACR2014 and/or ACR2015. The Reseller has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website, <http://www.prc.gov/Docs/63/63467/Order225.pdf>.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals hereinafter ("Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the Postal Service to provide the products or services contemplated under this Modification, no obligation shall exist for the USPS and no benefit shall inure to either Party.

In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Reseller prior to the Effective Date of the Agreement. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual; special; indirect; incidental; punitive; consequential; or any other damages, which shall include but

not be limited to damages for loss of business profits; business interruption; any other loss; and/or for costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:

Signature:

Frank A. Cebello

Name:

Frank A. Cebello

Title:

Director, International Sales

Date

7/23/15

ON BEHALF OF

Signature:

Name:

Title:

Date:

July 22, 2015